

## SANBORN REGIONAL SCHOOL DISTRICT

178 Main Street, Kingston, NH 03848  
(603) 642-3688 (603) 642-7885 fax

*Moving All Students Along the Path of Success*

November 30, 2005

Please let this letter serve as "Request for Review" to the denial of funding for FRN#1257719.

Refer to CC Docket No. 02-6

Applicant/ Appellant- Sanborn Regional School District

Service Provider- CTC Communications Corp.

BEN#- 121276

SPIN #- 143004191

471 Application#- 449743

Funding Commitment Decision Letter

(Funding Year 2005: 07/01/2005 – 06/30/2006)

We are appealing the line that states:

"The amount, \$11,131.20 is "denied" "The explanation stated that a contract for the products/services need be signed and dated by both parties prior to the filing of the Form 471.

The above rule was met, due to a clerical error the copy of the contract that was faxed to the SLD representative was a copy that was not signed by one of the parties. The district was under an annual contract with CTC Communications for our telecom service at the filing date of the 471 form. I am enclosing a copy of the contract signed and dated by both parties for 04-05 and 05-06.

I would also state that past practice of the Schools and Libraries, depending on the representative, has been to request any information that was sent incomplete be completed, prior to denying funding. This was not done in this case. Funding was denied without any further contact from SLD representative.

Our district is a small district that depends a great deal on Erate funding please do not let a clerical error and the fact that an SLD representative would not make a phone call affect that funding.

Robert Ficker (bficker@sau17.org)

Director of Technology

Sanborn Regional School District

178 Main Street

Kingston, NH 03838

Phone – 603-642-7058 Fax – 603-642-8536


School Administrative Unit #17

[www.sau17.org](http://www.sau17.org)

Serving the Towns of Kingston and Newton

School  
List AB

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 <b>CTC COMMUNICATIONS</b> The service you want. The technology you need.	RECEIVED & INSPECTED  DEC - 5 2005	<b>*016</b>
	FCC - MAILROOM <b>12-Month Local and Long Distance Service Term Plan Service Addendum</b>	
Revision/Issue Date: June 2004		Document Owner: Legal

This Service Addendum sets forth the terms and conditions under which CTC agrees to provide Customer with local, intraLATA toll and interLATA long distance phone services (the "Services").

1. **Definitions.** As used in this Service Addendum, the capitalized terms listed in this Section 1 and derivatives thereof shall have the meanings ascribed to them in this Section 1. Capitalized terms used in this Service Addendum and not otherwise defined have the meaning given such terms in the Master Services Agreement (or, Customer Service Agreement, if applicable) to which this Service Addendum forms an integral part.

1.1 "**BTN**" means billing telephone number.

1.2 "**1+**" means inbound 800 and outbound interstate switched long distance usage but excludes international calls (including those placed to Canada and Mexico), calls placed from calling cards, alternate billed calls, calls placed to operator services or directory assistance, casual dialing, telecommunications relay service, calls placed to information services, and local or other intrastate calls.

1.3 "**Minimum Commitment**" means 50% of the total monthly recurring charges for local services discountable under this plan as calculated during the first full month of billing.

1.4 "**Service Term**" means a period of twelve (12) months.

2. **Term.** The Customer agrees to purchase the Services for the Service Term. Upon expiration of Service Term, rates and charges for the Services will automatically revert to CTC's standard tariffed rates for the applicable Service.

3. **Terms of Service.** So long as Customer (i) satisfies the Minimum Commitment, (ii) all local phone lines and trunks receiving the discount set forth below remain presubscribed to CTC's interLATA long distance service for the entire Service Term, and (iii) satisfies any other applicable terms and conditions set forth in the Master Services Agreement (or, if applicable, Customer Service Agreement) and any applicable CTC tariffs and published terms and conditions, the Customer shall be entitled to the following discounted rates and charges during the Service Term:

- A fifteen percent (15%) discount off CTC's monthly recurring rates and charges associated with local business lines and trunks and associated features.

- A rate of \$.049 per minute on 1+ calls.

- The connection line charge applicable to business lines and trunks subscribed for under this plan as more fully described in CTC's FCC Tariff No. 3 which is available on CTC's web site at [www.ctcnet.com/legalinfo/tariffs](http://www.ctcnet.com/legalinfo/tariffs).

4. **Termination Charges.** If Customer fails to satisfy the conditions set forth in Section 3 or discontinues the Services prior to the expiration of the Service Term, the Customer shall pay to CTC a termination liability equal to the difference between CTC's then current standard tariff rates for the Services and the discounted rate provided for the Services under this term option plan multiplied by the number of months this term plan was in place.

5. **Customer Acknowledgment.** Customer acknowledges that by listing a BTN on the attached **Appendix A** (or, in the case of an existing customer, initialing and attaching a copy of CTC's current billing records identifying BTN's), all related working telephone numbers and features associated therewith will be covered by this plan.

IN WITNESS WHEREOF, the parties have caused this Service Addendum to be signed by their duly authorized representative as of 12/15, 2004.

CTC COMMUNICATIONS CORP.

By: *Penelope A. Hamilton*  
 Name: Penelope A. Hamilton  
 Title: Account Manager

Notice Address:

CTC Communications Corp.  
 220 Bear Hill Road  
 Waltham, MA 02451  
 Attention: General Counsel  
 Facsimile: (781) 522-8711

x *SANBORN REGIONAL SCHOOL DISTRICT*  
 "CUSTOMER"  
 (Insert Full Legal Name)

By: x *Robert Ficker*  
 Name: x ROBERT FICKER  
 Title: x DIRECT OF TECHNOLOGY

Notice Address: x 178 MAIN ST. KINGSTON, MA

Attention: Bob Ficker  
 Facsimile: x 603-642-8586

# ANNEX A - BTN LISTING

	BTN Listing
1	603-642-3341
2	603-642-9015
3	603-382-6226
4	603-382-1466
5	603-382-5251
6	603-382-7611
7	603-382-8546
8	603-642-3038
9	603-642-3688
10	603-642-4640
11	603-642-7176
12	603-642-4684
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DEC - 5 2005



## 12-Month Local and Long Distance Service Term Plan Service Addendum

Revision/Issue Date: June 2005

Document Owner: Legal

This Service Addendum sets forth the terms and conditions under which CTC agrees to provide Customer with local, intraLATA toll and interLATA long distance phone services (the "Services").

1. **Definitions.** As used in this Service Addendum, the capitalized terms listed in this Section 1 and derivatives thereof shall have the meanings ascribed to them in this Section 1.

1.1 "**LT**" means inbound 800 and outbound interstate switched long distance usage but excludes international calls (including those placed to Canada and Mexico), calls placed from calling cards, alternately billed calls, calls placed to operator services or directory assistance, casual dialing, telecommunications relay service, calls placed to information services, and local or other intrastate calls.

1.2 "**Minimum Commitment**" means 50% of the total monthly recurring charges for local services discountable under this plan as calculated during the first full month of billing.

1.3 "**Service Term**" means a period of twelve (12) months.

2. **Term.** The Customer agrees to purchase the Services for the Service Term. Upon expiration of Service Term, rates and charges for the Services will automatically revert to CTC's standard tariffed rates for the applicable Service.

3. **Terms of Service.** So long as Customer (i) satisfies the Minimum Commitment, (ii) all local phone lines and trunks receiving the discount set forth below remain subscribed to CTC's interLATA long distance service for the entire Service Term, and (iii) any applicable CTC tariffs and published terms and conditions, the Customer shall be entitled to the following discounted rates and charges during the Service Term:

- A fifteen percent (15%) discount off CTC's monthly recurring rates and charges associated with local business lines and trunks and associated features.
- A rate of \$3.049 per minute on 1+ calls.
- The common line charge applicable to business lines and trunks subscribed for under this plan as more fully described in CTC's FCC Tariff No. 3 which is available on CTC's web site at [www.ctcnet.com/localinfo/tariffs](http://www.ctcnet.com/localinfo/tariffs).

4. **Termination Charges.** If Customer fails to satisfy the conditions set forth in Section 3 or discontinues the Services prior to the expiration of the Service Term, the Customer shall pay to CTC a termination liability equal to the difference between CTC's then current standard tariff rates for the Services and the discounted rate provided for the Services under this term option plan multiplied by the number of months this term plan was in place.

5. **Customer Acknowledgement.** Customer acknowledges that by listing a Service Location or a GTC Account Number on the attached **Appendix A**, all billing, telephone numbers, working telephone numbers and features associated therewith will be covered by this plan.

6. **Credit Check.** CTC's obligation to provide the Services to Customer is subject to approval by CTC of this Service Addendum and Customer's credit status. Customer's signature below constitutes authorization for CTC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a guaranty, letter of credit or deposit in order to receive the Services.

IN WITNESS WHEREOF, the parties have caused this Service Addendum to be signed by their duly authorized representative as of July 26, 2005.

## CTC COMMUNICATIONS CORP.

By: *Penelope Hamilton*  
Name: Penelope Hamilton  
Title: Account Executive

## Notice Address:

CTC Communications Corp.  
220 Bear Hill Road  
Walham, MA 02451  
Attention: General Counsel  
Facsimile: (781) 522-8711

Samborn Regional School District  
(Full Legal Name of Customer)

By: X *Robert M. Ficker*  
Name: Robert M. Ficker  
Title: Director of Technology

Notice Address: 178 Main Street Kingston, NH 03848

Attention: Bob Ficker  
Facsimile: 603-642-8536

**ANNEX A**

Service Location(s)	CTC Account Number
179 Main St. Kingston, NH	269553
31 West Main St. West Newton, NH	910943
31A West Main St. Newton, NH	589202
2 Main St. Kingston, NH	910945
31 A West Main St. Kingston, NH	910978
178 Main St. Kingston, NH	911025
123 Newum Rd. Plaistow, NH	910946
13 Church St. Kingston, NH	589198
13 Church St. Kingston, NH	911031